

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into in duplicate by and between The county of Lincoln, Nebraska, Party of the First Part, and Ballou Pavement Solutions, Inc., Party of the Second Part.

WITNESSETH: That the Party of the Second Part, for and in consideration of the sum of Four Hundred Forty-Two Thousand Two Hundred Dollars (\$442,200.00) payable as set forth in the **Proposal Document** (copy of the **Proposal Document** is attached as indicated herein) and such is the full amount of this contract, with no additions or deletions, except when the Party of the First Part gives written authorization for extra work to Party of the Second Part, hereby agrees to perform **PROJECT NUMBER LCDOR 2011-1** in accordance with the **Proposal Document**, said **PROJECT NUMBER LCDOR 2011-1** was awarded to Party of the Second Part on March 28, 2011.

The Party of the First Part and the Party of the Second Part mutually understand and agree that the following are attached and incorporated herein as part of this contract, to wit:

- (A) copy of the **Proposal Document** (marked as Exhibit #1); and
- (B) copy of the Bid Bond (marked as Exhibit #2).

The Party of the Second Part expressly warrants that the Party of the Second Part has employed no third person to solicit or obtain this contract on the Party of the Second Part's behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that the Party of the Second Part has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation of services in connection herewith, any brokerage, commission, or percentage

upon the amount to be received by the Party of the Second Part hereunder, and that the Party of the Second Part has not, in estimating the contract price demanded by the Party of the Second Part, included any sum by reason of any such brokerage, commission or percentage, and that all moneys payable to the Party of the Second Part hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. The Party of the Second Part further agrees that any breach of this warrant shall constitute adequate cause for the annulment of this contract by the Party of the First Part, and that the Party of the First Part may retain for its own use, from any sums due or to become due hereunder, an amount equal to any brokerage, commission, or percentage, so paid or agreed to be paid.

That the Party of the Second Part further agrees to pay all laborers and mechanics for labor that shall be performed and pay for material and equipment rental which is actually used or rented in performing the contract, and pay to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provision of Nebraska Law (Sections 48-601 to 48-671) on wages paid to individuals employed in their performance of this contract.

That the Party of the Second Part further agrees that the Party of the Second Part and its subcontractors, if any, shall use the federal E-Verify system to determine the work eligibility of new employees physically performing work within Nebraska.

All work required in carrying out this contract shall be performed in compliance with the laws of the State of Nebraska.

The Party of the Second part further agrees to perform the work under the direct supervision of the County Highway Superintendent for The county of Lincoln, Nebraska, or his

authorized representative, subject to inspection at all times by the Administrator of the Federal Highway Administration of the United States or his authorized agent, and in accordance with the laws of the State of Nebraska, and the rules and regulations of the Administrator of the Federal Highway Administration of the United States for the purpose of carrying out the provision of Title 23, United States Code, as amended and supplemented (Federal Aid Highway Acts).

That in consideration of the foregoing, the Party of the First Part hereby agrees to pay the Party of the Second Part promptly the amounts set forth herein, subject to the conditions set forth in this contract, or any part thereof, as herein described.

It is further understood and agreed that the Party of the Second Part shall not do any work or furnish any materials which may be authorized by the contract, until the Party of the Second Part has received a performance bond on this project in the amount of Four Hundred Forty-Two Thousand Two Hundred Dollars (\$442,200.00) and has filed such bond with the Lincoln County Clerk. Notwithstanding the above, it is further understood and agreed that the Party of the Second Part shall not do any work or furnish any materials which may be authorized by the contract, unless ordered in writing by the County Highway Superintendent for The county of Lincoln, Nebraska, or his authorized representative. Any such work which may be done or any such materials which may be furnished by the Party of the Second Part without following the above procedure stated in this paragraph, shall be at his own risk, cost and expense; and the Party of the Second Part hereby covenants and agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

This contract and agreement shall become effective upon the date of final signature.

THE COUNTY OF LINCOLN, NEBRASKA

Party of the First Part

Duane Deterding, Chairman of the Board of
County Commissioners for the County of
Lincoln, Nebraska

Date

ATTEST:

REBECCA J. ROSSELL
Lincoln County Clerk

Approved as to form:

Deputy Lincoln County Attorney

Ballou Pavement Solutions, Inc.

Party of the Second Part

By: _____
Person in Authority Signing
Name: _____
Title: _____

Date

ATTEST:

Name:
Title:

F:\user\Joe\RoadsContractBallou.frm

COPY

Proposal Document

In Regards to

The Micro-Surfacing Project for the

Lincoln County Department of Roads

PROJECT NUMBER LCDOR 2011-1

GENERAL CONDITIONS

Sealed bids for the work contemplated for **The Micro-Surfacing Project for the Lincoln County Department of Roads/PROJECT NUMBER LCDOR 2011-1** (hereinafter *PROJECT*) will be received at the Lincoln County Clerk's Office at the Lincoln County Courthouse, 301 North Jeffers, Room 101, North Platte, Nebraska 69101, until 10:30 a.m. on March 28, 2011. Bids will be opened at that time in the Lincoln County Commissioner's Room during their regular meeting. The Lincoln County Board of Commissioners reserves the right to reject any and all bids or to waive any irregularities in bids received.

Bids submitted by mail should be addressed to the Lincoln County Clerk, Lincoln County Courthouse, 301 North Jeffers, Room 101, North Platte, Nebraska 69101, and clearly marked *Micro-Surfacing Bids*.

Lincoln County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Award of the Contract will be in accordance with the County Purchasing Act's competitive bidding consideration as set forth in Neb. Rev. Stat. §§ 23-3110 to 23-3114. Furthermore, the Owner reserves the right to give consideration to the proposed project site beginning and completion date submitted by the bidder in awarding the contract. The county of Lincoln, Nebraska, is an Equal Opportunity Employer.

The "Standard Specifications for Highway Construction, Nebraska Department of Roads, 2007 Edition," and all subsequent amendments (hereinafter **Standard Specifications**), were written for the purpose of governing construction contracts with the State of Nebraska. The **Standard Specifications** shall be followed with regards to the *PROJECT*, unless it is in conflict with this **Proposal Document** or inapplicable to the *PROJECT*. In case of a discrepancy the **Proposal Document** shall govern over the **Standard Specifications**.

The *PROJECT* is for the purpose of maintaining the road described and illustrated in the Tabulation Sheet and Micro-Surfacing Bid Sheet. Both of the aforementioned Tabulation Sheet and Micro-Surfacing Bid Sheet are in this herein **Proposal Document**.

DEFINITIONS

“Owner” - The county of Lincoln, Nebraska, whom for purposes of the **Standard Specifications** is consider the Nebraska Department of Roads (NDR or NDOR) for definition purposes where applicable to the *PROJECT*.

“Contractor” - the successful bidder that is chosen to complete the Work.

“Highway Superintendent” - County Highway Superintendent for the County of Lincoln, Nebraska, whom for purposes of the **Standard Specifications** is considered the engineer of the project for definition purposes where applicable to the *PROJECT*.

“Work” - the construction and services required by the *PROJECT*.

CHANGES IN WORK

Unless a change is required for the protection of life or property, all changes must be pursuant to a written order from the Highway Superintendent.

EXECUTION OF DOCUMENTS

The following documents in this **Proposal Document** shall be executed properly:

- 1) The bid sheet, which includes starting and completion date.
- 2) Equipment Assessment Certification.
- 3) Free Competitive Bid Document.
- 4) Equal Opportunity Clause Document.

ATTACHMENT TO THE PROPOSAL DOCUMENT

The bid must be accompanied by a certified check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of 5% of the total bid payable without condition to the Treasurer of Lincoln County, Nebraska, or a bid bond for a like amount, as evidence of good faith of the bidder and as agreed liquidated damages to Lincoln County, Nebraska, in case the bidder fails to enter into a contract within ten (10) days from the Notice of Award and furnish acceptable Performance Bond and Labor and Material Payment Bond, said bonds to each be in the amount of 100% of the total bid price.

PAYMENT APPLICATION AND FINAL PAYMENT

The Contractor shall submit applications for payment to the Highway Superintendent for all work complete and in-place at time of application. Approval from the Highway Superintendent that the

COPY

work was satisfactorily completed is required before payment is made by the Owner.

HIGHWAY SUPERINTENDENT

1) The Highway Superintendent shall have general supervision and direction of the Work and will decide any questions that arise with reference to the intent of the *PROJECT*. Furthermore, the Highway Superintendent with regards to the *PROJECT* will decide all questions concerning:

- a) The quality and acceptability of materials furnished.
- b) The Work performed.
- c) The manner of performance and progress of the Work.
- d) Interpretation of this **Proposal Document** and the **Standard Specifications**.
- e) Fulfillment of the contract by the Contractor.
- d) Compensation.
- e) Disputes pertaining to mutual rights between Contractors.
- f) Determination of the existence of differing site conditions.
- g) Determination of working days or calendar days.
- h) Working drawing details.

2) The Highway Superintendent's decisions shall be final, and he/she shall have authority to enforce those decisions and orders which the Contractor fails to carry out promptly.

3) a) The Highway Superintendent will have the authority to suspend the Work either wholly or partially if the Contractor fails to:

A) Correct conditions unsafe to the Owner's personnel or the traveling public.

B) Carry out provisions of the contract.

C) Follow the **Proposal Document** or the **Standard Specifications** - with the understanding that if there is a conflict between the **Proposal Document** and the **Standard Specifications**, the **Proposal Document** shall govern.

b) Work may also be suspended by the Highway Superintendent for:

A) Conditions considered unsuitable for prosecution of the Work.

COPY

B) Any other reason deemed in the public interest.

C) The Highway Superintendent shall notify the Contractor in writing of all suspensions.

4) The presence of the Highway Superintendent, his employees, or sub-consultants at the construction site will not relieve the Contractor or any of its subcontractors, from any of its obligations, duties, or responsibilities, including, but not limited to: construction means or methods or methods to successfully perform the Work; supervision or coordination of the Work in accordance with the *PROJECT*; or any health or safety precautions required by any regulatory agency, industry standards, common sense. The Highway Superintendent, his/her employees or agents have no authority to exercise any control over the Contractor, its agents, subcontractors with regards to any health or safety precautions. The Contractor is responsible for all job site safety.

5) The Highway Superintendent will establish the centerline of the roadway and stationing. Any additional relocating of the centerline or stationing will be done at the Contractor's expense.

6) The Contractor shall provide timely notice (minimum of 48 hours) of any anticipated work on the following items of work:

- a) Initial Mobilization to the Site.
- b) All Grading Operations.
- c) Application of micro-surfacing material.

No Work shall be done on any of the above items without giving the requisite notice, and without the Highway Superintendent's approval of such work.

INTEREST ON DELAYED CONTRACTOR PAYMENTS

If the Contractor has furnished all required records and reports to the Owner showing the Highway Superintendent has approved the Work presented as completed, interest will be paid to the Contractor at the rate provided in Neb. Rev. Stat. § 39-1349 on the amount retained and on the final payment due the Contractor beginning sixty days after the Work under the contract has been completed as evidenced by the completion date established in the Owner's letter of tentative acceptance. If tentative acceptance has not been issued, the interest period will begin sixty days after completion of the Work and running until the date when payment is tendered to the contractor provided that the time intervals stated below for various actions are not exceeded.

The contractor is allowed eight calendar days to:

- 1) Sign and return the final payment voucher.
- 2) Provide any other information and/or signatures as requested from the contractor such as "Change Order-Supplemental Agreements."

In the event the time interval stated above is exceeded, deductions to the interest time period will be made for the actual number of days elapsed to complete the action.

If the Contractor has not furnished the owner with all required records and reports showing the Highway Superintendent's approval by the original interest beginning date, this date will be revised to the day after the owner is in receipt of these documents. If the Contractor fails to furnish any required records or reports by the time final payment could be tendered, no interest will be due regardless of the time period involved. The following is a list of required records and reports:

- 1) Certifications of materials incorporated into this project.
- 2) DE Form 16, "Certification as to Contribution Status" (secured from the State Department of Labor for the most completed calendar quarter).
- 3) Approval from the Highway Superintendent showing satisfaction of Work presented as completed.

CONTRACTOR OR CONTRACTOR'S SITE REPRESENTATIVE

The Contractor shall at all times have a competent superintendent, capable of performing the *PROJECT*.

USE OF PREMISES

The Contractor shall confine its equipment, materials and operations to the limits set forth by: the right-of-way; any laws, ordinances, permits; or the direction of the Highway Superintendent. Furthermore, the Contractor shall maintain the premises in a reasonably clean and safe condition. The Contractor may, at its expense, make any private arrangements for additional space with adjoining landowners.

The Contractor will be liable for any damages to temporary construction easements or permanent access easements.

UTILITIES

Prior to any excavation at the site and pursuant to state law, the Contractor shall have all utilities located at the project site. Any utilities damaged by the Contractor shall be repaired at the Contractor's expense. Any communications the Contractor received from the Highway Superintendent or the Owner regarding the utilities are for information purposes only and may not

be accurate or complete.

Arrangements for movement and replacement of any utilities, if required, will be the responsibility of the Owner. The Owner will contact the relevant utility companies sufficiently in advance of the Contractor's commencement of working operations at the site, to permit relocation, if required.

ENVIRONMENTAL PROTECTION MEASURES

The Contractor must make accommodations to prevent petroleum products, chemicals, harmful materials, construction debris, and excessive suspended solids from entering waterways. Should discharges create impoundments (i.e. pools) of water, the adverse effects of such impoundments shall be minimized to the maximum extent practicable. Any construction waste shall be removed from the job site in a timely matter by the Contractor.

STATUS OF RIGHT-OF-WAY

According to the best information available, all necessary right-of-way has been acquired.

SALES TAX EXEMPTION

Reference is made to the "Nebraska Revenue Act of 1967", and amendments thereto which imposed a "Sales and Use Tax", the following information to obtain tax exemption on purchased materials is provided for use in submitting proposals.

Each contractor awarded a contract for public highway Work for the Owner will be issued a "Purchasing Agent Appointment" signed by the County Clerk and an "Exemption Sale Certificate". The "Exempt Sale Certificate" should be reproduced, completed, and furnished to vendors by the Contractor or subcontractor when making purchases as a purchasing agent of the County.

The "Exempt Sale Certificate" is to be used by the Contractor or subcontractor when purchasing tangible personal property to be actually incorporated into the completed project. It does not apply to either of the following:

- 1) The purchase of materials to be used or consumed but not incorporated into the contract Work, including but not limited to, form lumber, scaffolding, etc.
- 2) The purchase or rental of machines, equipment or tools owned or leased by the Contractor and used in performing the contract Work.

PROJECT TIME REQUIREMENTS

The contractor shall commence Work after the awarding of the Bid and signing of the Contract. Work shall begin after April 1st, 2011 and be completed before June 30th, 2011 .

If the Contractor fails to complete the *PROJECT* by June 30th, 2011, liquidated damages in the

amount of \$300.00 per day may be assessed for each calendar day that the Work remains incomplete and overdue on the *PROJECT*. The amounts charged as liquidated damages are otherwise difficult to calculate, and are considered to be fair and reasonable compensation for the damages and expenses incurred by the Owner as a result of Contractor's failure to complete the Work within the stipulated time period. Such damages are not penalties.

The Owner shall have the right to recover said sum from the Contractor, the surety, or from both the Contractor and the surety.

PLANS, SPECIAL SPECIFICATIONS, SPECIAL PROVISIONS

Location of areas to surface are shown on the County Map and listed on the Tabulation Sheet by section and segment. A copy of both (County Map and Tabulation Sheet) are attached and incorporated into this **Proposal Document**.

A preconstruction meeting will be held between the Contractor and Highway Superintendent at a convenient time for both parties.

With regards to the *PROJECT* the Contractor is required to follow Subsections 514.01, 514.02, 514.03 and 514.04 of the **Standard Specifications**, subject to the following amendments:

1) Paragraph 9.b. of Subsection 514.02 is amended to read as follows:

“b. Before the production of the mixture, the Contractor shall submit in writing, a tentative design to the Highway Superintendent for approval.”

2) Paragraph 2 of Subsection 514.03 is amended to read as follows:

“2. The controls for proportioning each material shall be accessible for ready calibration. The controls shall be calibrated, properly marked, and located so that the Highway Superintendent may determine the amount of each material used at any time.”

TEMPORARY STRIPING

The Contractor shall apply and maintain reflectorized temporary centerline striping and edge striping in good condition and position until permanent striping is completed.

PERMANENT STRIPING

The Owner will be responsible for the permanent pavement marking.

INTERSECTION AND DRIVEWAY FEATHERS

When the *PROJECT* includes surfaced intersections or driveways for which resurfacing is not indicated in the plans, the roadway or shoulder resurfacing shall be feathered onto the intersections

or driveways three feet for each inch of elevation difference between the existing intersection or driveways surfacing and the resurfaced roadway or shoulder.

The lengths of feathered surfacing indicated shall be considered minimums. The Highway Superintendent may require feathering for a greater distance on conditions existing at the time of construction.

TRAFFIC CONTROL

The Contractor is responsible for providing traffic control on the *PROJECT*.

Traffic Control shall be as specified by the "Manual on Uniform Control Devices" and the Lincoln County Department of Roads Signing Plans for Traffic Control, including but not limited to advance warning signs, "road closed ahead" signs, and Type 3 barricading with flashers. Responsibility for signing ends when final *PROJECT* approval is requested and granted.

COUNTY ROADS AND CITY STREETS AS HAUL ROADS

Prior to beginning any Work, the Contractor is required to meet with all involved local governmental entities and advise them of any intent to use their local roads as haul roads. The Contractor shall be responsible for resolving claims concerning damage to local roads caused by its operations.

The Contractor shall protect and indemnify the Owner its representative against any claims or liabilities arising from damage to local roads, caused by the Contractor's operations.

RESPONSIBILITY FOR DAMAGE, INJURY, OR OTHER CLAIMS

The Contractor shall indemnify and save harmless the Owner and all of its representative from any and all actions or claims brought because of injuries or damages to persons or property caused by the actions or omissions of the Contractor or the Contractor's employees or agents with regards to the *PROJECT*.

The Contractor shall be responsible for all damage or injury to any property during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct, in the manner or method of executing said Work satisfactorily, or due to the nonexecution of said Work or at any time due to defective Work or materials and said responsibility shall continue until the Work shall have been completed and accepted.

LIABILITY INSURANCE

1. a) The Contractor shall carry public liability insurance to indemnify the public for

injuries or death sustained by reason of carrying on the Work. In addition, the Contractor must also carry worker's compensation insurance in accordance with Nebraska Statutory requirements.

b) Before execution of the contract, the Contractor shall furnish a certificate or certificates satisfactory to the Highway Superintendent verifying that adequate insurance is in force.

c) When "hazardous wastes" must be handled and/or moved, the Contractor shall submit proof that a pollution exclusion, as is common to most liability policies, will not void its coverage.

d) Unforeseen Work involving hazardous waste requires appropriate liability insurance. The cost of this insurance will be handled as "Extra Work".

a) The General Liability coverage for bodily injury liability shall be not less than \$1,000,000 for injuries, including accidental death, in any one occurrence, and subject to an aggregate limit of not less than \$2,000,000.

b) The amount of property damage liability insurance shall be not less than \$1,000,000.

c) The General Liability policy must include contractual insurance coverage.

d) The Business Automobile Insurance Policy, or equivalent policy, shall be not less than \$1,000,000 for bodily injury and property damage per occurrence on all vehicles which will be used at any time in connection with the performance of the Work on the *PROJECT*.

e) The Contractor may, at its option, provide the limits of liability as set out above by a combination of the above described policy forms and excess liability coverage.

f) Insurance, as herein required, shall be maintained in force until the Owner releases the Contractor from all obligation under the contract.

If any of the Work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor or Subcontractors (at any tier) to cover their operations.

Certificates of insurance will not be accepted unless the insurer is licensed by the Nebraska Department of Insurance. Certificates of Insurance shall show the Owner as the Certificate Holder.

The Contractor shall provide and carry any additional insurance required by the special provisions.

EXTRA WORK

Extra Work performed with regard to removing material from existing surfaced areas that the Highway Superintendent directs the Contractor to remove will be paid for based on hourly rates and time spent performing that required task. These repairs will only be paid for after written authorization had been given stating what was done, employees doing Work and equipment used and time of each doing the Work. Extra Work must be approved at the time it is done unless previously authorized.

Hourly rate charges for each employee that will perform extra Work activities and hourly rates for equipment used in extra Work activities shall be included in the proposed bid, otherwise the contractor will perform the required Work with quoted unit price.

AUTHORIZED REPRESENTATIVE

If the Highway Superintendent is unable to perform any of his above stated functions mentioned herein, then the authorized representative shall have the authority to carry out those functions that the Highway Superintendent is unable to perform.

WINNING BIDDER

The successful bidder will sign the contract to do the *PROJECT* within fourteen (14) days of being awarded the *PROJECT*.

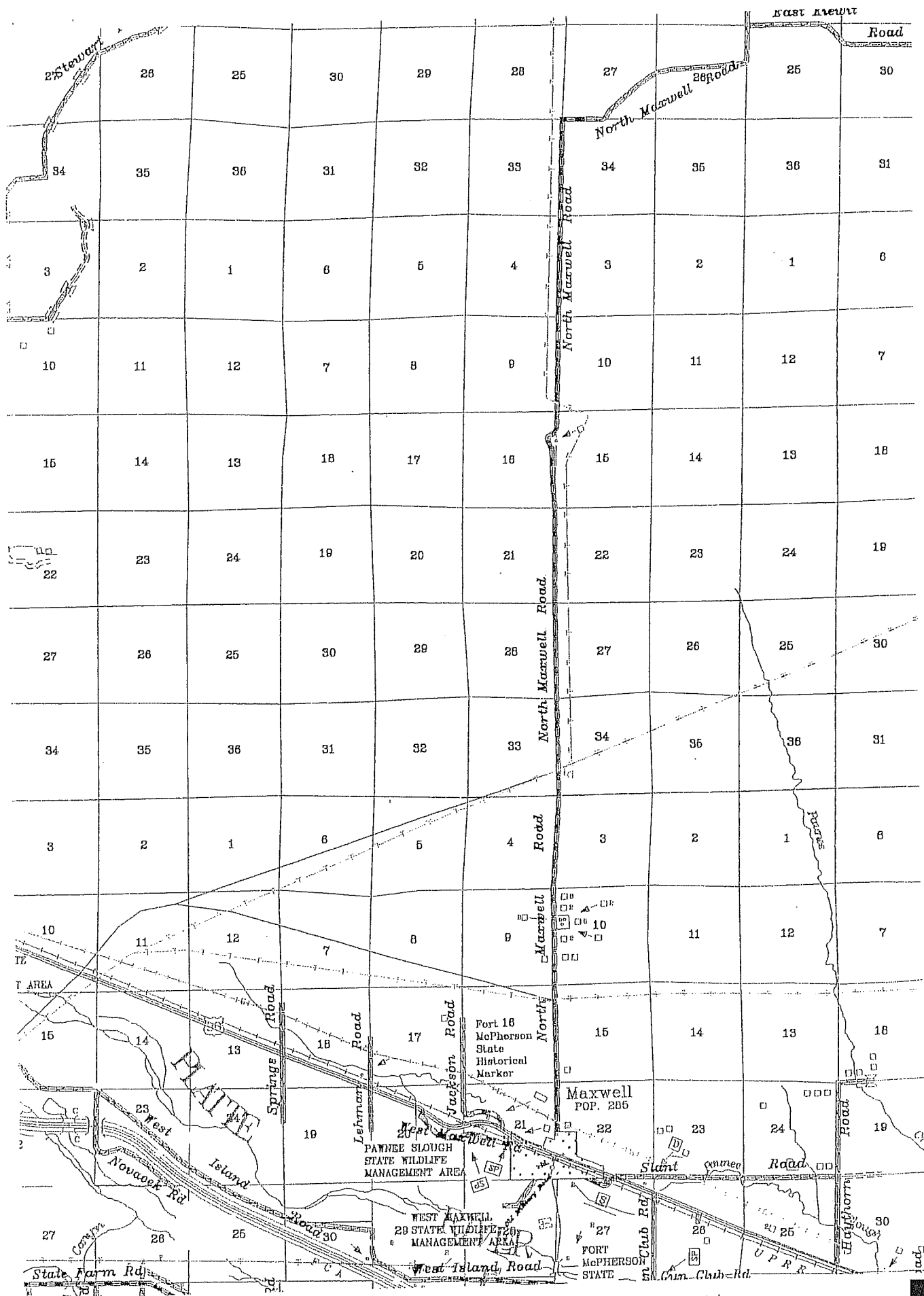
TABULATION SHEET

Section 1

Road Name: No. Maxwell Rd

Segment	Segment Width	Legal Description	Segment Length(mi)
1	21'	Beginning at the intersection of N. Maxwell Rd and W. Birch Ave. and Running north for 11.0 miles to the end of the pavement	11.0

Specifications used are in the "Standard Specification for Highway Construction Nebraska Department of Roads 2007 Addition". Section 514.01 through Section and including 514.05



COPY

10 miles to Western Eng. in North Platte
 20 miles to Paulsens in Gothenburg

MAY/06/2011

Project Number LCDOR 2011-1

MICRO-SURFACING BID SHEET

BALLOU PAVEMENT SOLUTIONS, INC. after reviewing this Proposal Document in its entirety, propose to furnish all labor, transportation, materials, traffic control and equipment and all other miscellaneous items required to do the PROJECT which entails micro-surfacing the following roads in Lincoln County, Nebraska, to wit:

No. Maxwell Rd. – Beginning at the intersection of N. Maxwell Rd and W. Birch Ave. and running north for 11.0 miles to the end of the pavement.

for the following price.

BID PRICE PER ROAD MILE OF MICRO-SURFACING \$ 40,200.00

TOTAL BID \$ 442,200.00

START DATE: MAY 20, 2011 COMPLETION DATE: JUNE 30, 2011

EXCEPTIONS: NONE

The undersigned understands and agrees that if it is the successful bidder to the PROJECT it agrees to follow the terms stated in this Proposal Document.

DATED MARCH 28, 2011.

BALLOU PAVEMENT SOLUTIONS, INC.
Company Name

P.O. Box 2300
Address

SALINA, KANSAS 67402-2300
City, State & Zip

Donald T. Karsch
Signature of Bidder PRESIDENT

COPY

Project Number LCDOR 2011-1

EQUIPMENT ASSESSMENT CERTIFICATION

By requirement of Neb. Rev. Stat. § 77-1323, the following information must be furnished on any and all Highway Construction, Repair, and Improvement Contracts with the Lincoln County Department of Roads.

This is to certify that all equipment to be used on Project No. LCDOR 2011-1, except that acquired since assessment, has been assessed for the current year in SALINE County.

Name of Company BALLOU PAVEMENT SOLUTIONS, INC.

Authorized Official Donald T Kaiden

Title PRESIDENT

State of KANSAS)

) ss.

County of SALINE)

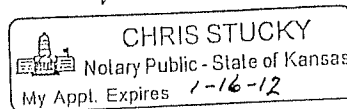
The foregoing instrument was acknowledged before me this MARCH 18, 2011 by

by DONALD J. KAIDEN of BALLOU PAVEMENT SOLUTIONS INC.

a KANSAS corporation, on behalf of the corporation.

Chris Stucky

Notary Public



Project Number LCDOR 2011-1

FREE COMPETITIVE BID DOCUMENT

State of KANSAS)
) ss.
County of SALINE)

I, solemnly swear that I am an officer or director of BALLOU PAVEMENT SOLUTIONS, INC.
_____, and in that capacity, I have identified all employees, officers, or
directors involved in the preparation of this bid, I have discussed the bid with each individual, and
I can now state that no one involved in the preparation of this bid did, either directly or indirectly,
enter into any agreement participation in any collusion, or otherwise take any action in restraint of
free competitive bidding in connection with the bid for Project No. LCDOR 2011-1 submitted at
the letting held by the Lincoln County Board of Commissioners in North Platte, Nebraska, on
April 28, 2011.

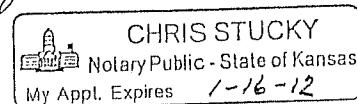
Name of Company BALLOU PAVEMENT SOLUTIONS, INC.

Authorized Official Donald T. Keel

Title PRESIDENT

Subscribed in my presence and sworn to before me this 18 day of MARCH, 2011.

Chris Stucky
Notary Public



Project Number LCDOR 2011-1

Equal Opportunity Clause Document

We propose to furnish a bond, as required by the Standard Specifications, in the amount of the contract awarded to us.

As evidence of good faith in submitting this proposal, enclosed herewith is a bid bond in an amount of 5 percent of our bid, which, it is understood, shall be payment to Lincoln County. not as a penalty, but on liquidation of damages to the County, if at any time subsequent to the opening of bids by Lincoln County, we fail or refuse to comply with any obligations or duty required of us which leads to or is in fulfillment of our entering into the contract for which we are submitting this bid.

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF THE REQUIRED REPORTS.

The bidder hereby certifies that he has , or has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246, and that he has , or has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contracting or Administering Agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

This project WILL NOT be awarded unless
The following information is complete.

BALLOU PAVEMENT SOLUTIONS, INC.
Name of Bidder(s)

BALLOU PAVEMENT SOLUTIONS, INC.
Name of Company or Individual

P.O. BOX 2306
Street or P.O. Box

Donald T. Kessel
Person(s) in Authority Signing

SALINA KANSAS 67402
City State Ne.

785-825-5303
Business Telephone

27-3100747
Employer Identification No.

Name of Bidder(s)

MARCH 28, 2011
Date

Person(s) in Authority Signing

COPY

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ballou Pavement Solutions, Inc.

P O Box 2300

Salina

KS

67402

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

8044 Montgomery Road, Ste. 150E

Cincinnati

OH

45236

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Lincoln County Commissioners

301 North Jeffers Room 101

North Platte

NE

69101

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Micro-Surfacing Project for Lincoln County Department of Roads

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of March, 2011

Chris Stucky
(Witness)

Ballou Pavement Solutions, Inc.

(Principal)

(Seal)

By: Donald T. Kaiser

PRESIDENT

(Title)

April Stuelch
(Witness)



Liberty Mutual Insurance Company

(Surety)

(Seal)

By: Janet E. Kaiser

Attorney-in-Fact Janet E. Kaiser

(Title)

Surety Phone No.

COPY

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JANET E. KAISER, DAVID N. DOUB, JACK E. KEHL, JR., MARY K. CRIST, AMY M. PERDUE, PAULA M. EBY, ALL OF THE CITY OF COLUMBUS, STATE OF OHIO**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100******* DOLLARS (\$ **100,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of January, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

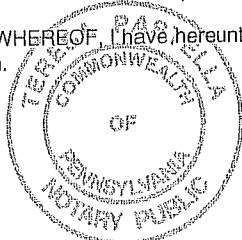


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of March, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

COPY

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1-2)	Net Admitted Assets
1. Bonds (Schedule D)	11,425,766,895		11,425,766,895	11,057,669,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	702,976,318		702,976,318	757,319,708
2.2 Common stocks	9,139,552,552		9,139,552,552	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	546,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,969,165
4.2 Properties held for the production of income (less \$ 0 encumbrances)	970,262		970,262	1,039,992
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 369,502,555, Schedule E - Part 1), cash equivalents (\$ 82,179,051, Schedule E - Part 2), and short-term investments (\$ 352,850,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,190,676	205,157	5,770,985,519	5,131,343,213
8. Receivables for securities	12,271,548		12,271,548	2,659,056
9. Aggregate write-in for invested assets				
10. Subtotal, cash and invested assets (Lines 1 to 9)	29,809,290,952	205,157	29,809,085,795	26,844,039,712
11. Title plants less \$ 0 charged off (for Title Insurers only)				
12. Investment income due and accrued	133,129,777		133,129,777	140,189,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and instalments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	388,445,345	35,644,535	352,800,810	353,694,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	560,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,056		313,172,056	
16.2 Net deferred tax asset	1,168,251,030	164,925,460	1,023,325,600	846,750,256
17. Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,559,328
18. Electronic data processing equipment and software	319,102,979	257,221,814	61,880,565	50,291,004
19. Furniture and equipment, including health care delivery assets (\$ 0)	126,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	346,223,817	610	346,223,007	312,158,606
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-in for other than invested assets	716,655,703	39,949,955	676,905,747	716,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,780,189
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,780,189

... DETAILS OF WRITE-IN LINES				
0901				
0902				
0903				
0999. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0999) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	383,284,399		383,284,399	349,631,623
2302. Amounts receivable under high deductible policies	172,319,800	115,054	172,204,746	165,149,487
2303. Other assets	132,718,497	39,634,902	92,883,595	165,597,199
2399. Summary of remaining write-ins for Line 23 from overflow page	27,534,810		27,534,610	35,042,093
2399. Totals (Lines 2301 through 2303 plus 2399) (Line 23 above)	716,655,703	39,949,955	676,905,747	716,420,301

LIABILITIES, SURPLUS AND OTHER FUNDS

	1	2
	Current Year	Prior Year
1. Losses (Part 2A, Line 25, Column 8)	12,590,677,855	12,694,675,958
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)	78,374,442	82,044,425
3. Loss adjustment expenses (Part 2A, Line 25, Column 9)	2,245,218,883	2,456,476,658
4. Commissions payable, contingent commissions and other similar charges	119,822,389	16,043,653
5. Other expenses (including losses, bonuses and fees)	234,122,744	300,821,555
6. Taxes, licenses and fees (including federal and foreign income taxes)	184,808,453	256,623,744
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))		55,105,135
7.2 Net deferred tax liability		
8. Borrowed money \$ 0 and interest thereon \$ 0		656,212
9. Unearned premiums (Part 1A, Line 35, Column 6) (after deducting unearned premiums for ceded reinsurance of \$ 2,135,477,191 and including warranty reserves of \$ 0)	3,283,042,603	3,339,119,872
10. Advance premiums	43,637,917	60,912,654
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders	1,830,778	1,138,459
12. Ceded reinsurance premiums payable (net of ceding commissions)	717,199,249	693,465,345
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 16)	1,745,643,159	1,687,274,684
14. Amounts withheld or retained by company for account of others	555,697,107	465,703,128
15. Funds at risk and loans not advanced		
16. Provisions for reinsurance (Schedule F, Part 7)	69,876,168	73,687,691
17. Net adjustments to assets and liabilities due to foreign exchange rates		
18. Debts outstanding	254,019,954	232,855,747
19. Payable to parent, subsidiaries and affiliates	35,060,393	72,875,912
20. Payable for securities	59,521,015	15,457,672
21. Liability for amounts held under unearned plans		
22. Capital notes \$ 0 and interest thereon \$ 0		
23. Aggregate write-ins for liabilities	(202,691,585)	(478,583,930)
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	22,155,833,620	22,215,045,765
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	22,155,833,620	22,215,045,765
27. Aggregate write-ins for special surplus funds	1,200,000,460	957,821,671
28. Common capital stock	10,000,000	10,000,000
29. Preferred capital stock		
30. Aggregate write-ins for other than special surplus funds	1,250,000	1,250,000
31. Surplus notes	784,347,664	833,074,690
32. Gross paid in and contributed surplus	6,435,272,283	6,235,272,283
33. Unassigned funds (surplus)	4,040,914,478	2,131,213,474
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 25 \$ 0)		
34.2 0 shares preferred (value included in Line 25 \$ 0)		
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 25)	12,491,552,916	10,331,732,418
36. Totals (Page 2, Line 28, Col. 3)	34,630,436,535	32,546,788,183

DETAILS OF WRITE-IN LINE

2301. Aggregate held under unearned plans	651,634,474	581,977,182
2302. Other liabilities	410,875,338	481,947,978
2303. Collateral held for securities loaned	278,831,119	119,822,389
2304. Summary of remaining write-ins for Line 23 from cover page	(1,615,032,347)	(1,598,357,930)
2305. Totals (Lines 2301 through 2303 plus 2304) (Line 23 above)	(702,691,585)	(478,583,930)
2701. Special surplus from reinsurance companies	957,721,094	957,821,671
2702. GRAPHER incremental surplus	241,248,806	
2703.		
2704. Summary of remaining write-ins for Line 27 from cover page		
2705. Totals (Lines 2701 through 2703 plus 2704) (Line 27 above)	1,200,000,460	957,821,671
3001. Commonly funds	1,250,000	1,250,000
3002.		
3003.		
3004. Summary of remaining write-ins for Line 30 from cover page		
3005. Totals (Lines 3001 through 3003 plus 3004) (Line 30 above)	1,250,000	1,250,000

State of Massachusetts

County of Suffolk

The officers of the reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the books and records were the property of the said reporting entity, and their true and correct copies were taken by them, and that the statements, together with the schedules, returns, and other documents herein contained, are true and correct copies of all the assets and liabilities and of the condition and status of the said reporting entity as of the reporting period stated above, and of the income and disbursements thereof as they actually occurred, and have been prepared in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual issued in the United States and the laws of the State of Massachusetts, and that these officers are responsible for reporting and related information prepared and furnished to the level of best knowledge, information and belief, respectively. Furthermore, in the course of the preparation of the statements and related information the officers of the reporting entity have complied with all laws, rules and regulations (except for financial statements) that are applicable to the reporting entity. The officers of the reporting entity are not aware of any other laws, rules and regulations that apply to the reporting entity.

Edward Francis Kelly
 (Signature)
 Edward Francis Kelly
 (Printed Name)
 Chairman of the Board President & CEO
 (Title)

Daniel P. Lynch
 (Signature)
 Daniel P. Lynch
 (Printed Name)
 Vice President & Secretary
 (Title)

Laura M. Boyd Davis
 (Signature)
 Laura M. Boyd Davis
 (Printed Name)
 Senior Vice President & Treasurer
 (Title)

Witnessed and sworn to before me on this 14th day of February, 2010, by *Edward Francis Kelly*



6. How is this report filed? (X) Via _____
 7. Unit: 1. State or branch number
 2. Unit #
 3. Month and page number

COPY

MAY/06/2011